

SERIAL 04043 RFP WIRELESS SERVICES (CELLULAR, DATA, PDA'S, PAGERS)
(American Messaging Services -NS Contract)

DATE OF LAST REVISION: March 26, 2008

CONTRACT END DATE: March 31, 2010

CONTRACT PERIOD THROUGH MARCH 31, ~~2008~~ 2010

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **WIRELESS SERVICES (CELLULAR, DATA, PDA'S, PAGERS)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **March 23, 2005**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

LC/mm
Attach

Copy to: Clerk of the Board
Kimbarley Meyer, Telecommunications
Deborah Overton, SHERIFF'S
Materials Management

(Please remove Serial 02036-IGA from your contract notebooks)



CONTRACT PURSUANT TO RFP

SERIAL 04043-RFP

This Contract is entered into this 1st day of APRIL, 2005 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and ~~AMERICAN MESSAGING SERVICES NETWORK SERVICES, LLC an CALIFORNIA LIMITED LIABILITY COMPANY~~ **Delaware Corporation** ("Contractor") for the purchase of PAGER SERVICES and EQUIPMENT.

1.0 TERM

- 1.1 This Contract is for a term of Three (3) years, beginning on the 1st day of April, 2005 and ending the 31st day of March, ~~2008~~ **2010**.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of Three (3) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, the Contracting Entity shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A."
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and/or services, contract number, quantities, unit prices, and extended totals and applicable sales tax.

3.0 DUTIES

- 3.1 The Contractor shall provide all services and supplies as stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit "B."

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION AND INSURANCE:

4.1.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

4.1.2 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

4.1.2.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

4.1.2.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

4.1.2.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against the Contracting Entities and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

4.1.3 Certificates of Insurance.

4.1.3.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

4.1.3.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.2 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Other Contracting Entities may do the same, at their own discretion.

4.3 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

~~NETWORK SERVICES~~
~~525 S. DOUGLAS ST. STE. 250~~
~~EL SEGUNDO, CA 90245~~

AMERICAN MESSAGING SERVICES
1720 LAKEPOINTE DRIVE SUITE 100
LEWISVILLE, TX 75057

4.4 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when the Contracting Entities identify a need and issues a purchase order or request for services.

Contractor shall take no action under this Contract unless specifically requested by contracting entity, which shall submit a written document (Purchase Order, etc.) to Contractor requesting that services or product be delivered.

Contracting Entities reserve the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the Contracting Entity agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order. The Contracting Entity will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order.

Contractor agrees to accept verbal cancellation of services.

4.5 TERMINATION:

Contracting Entity may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues

for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the Contracting Entity may offset from any money due to the Contractor any amounts Contractor owes to the Contracting Entity for damages resulting from breach or deficiencies in performance under this contract.

4.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

4.10 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.11 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.12 AUDIT DISALLOWANCES:

If at any time Contracting Entity determines that a cost for which payment has been made is a disallowed cost, such as overpayment, Contracting Entity shall notify the Contractor in writing of the disallowance. Contracting Entity shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.13 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.14 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.15 INTEGRATION

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

MARICOPA COUNTY ATTORNEY

DATE

EXHIBIT A

PRICING

SERIAL 04043-RFP

PRICING SHEET **NIGP CODE 7255102**

BIDDER NAME: Network Services American Messaging Services

F.I.D./VENDOR #: 95-4518953 W000001527 X

BIDDER ADDRESS: 525 S. Douglas St., Ste. 250 El Segundo, CA. 90245
1720 Lakepointe Drive Suite 100

P.O. ADDRESS: _____

BIDDER PHONE #: 1-800-684-6485 972/353-1910

BIDDER FAX #: 623-535-4725 214/222-6442

COMPANY WEB SITE: www.networkservices.net
www.americanmessaging.com

COMPANY CONTACT (REP): Brian Despeaux Bobbi Sparks
bdespeaux@networkservices.net

E-MAIL ADDRESS (REP): Bobbi.Sparks@americanmessaging.net

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☒ YES ☐ NO % REBATE

(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PAYMENT TERMS:

NET 10	Optional 5% Discount
NET 15	Optional 4% Discount
NET 20	Optional 3% Discount
NET 30	X

1.0 PAGER SERVICE & EQUIPMENT (Optional)

1.1 PAGER PLANS	Numeric Base Plan Equipment and Airtime	Alphanumeric Base Plan Equipment and Airtime	Two Way Base Plan Equipment Rental and Airtime
1.1.1 IN AREA	\$1.95 per Month	\$4.95 per Month	\$11.95 per Month
1.1.2 NATIONWIDE	\$13.95 per Month	\$14.95 per Month	\$11.95 per Month
1.1.3 Voice Mail	\$.50 Per Pager per Month	\$.50 Per Pager per Month	\$.50 Per Pager per Month
1.1.4 Group Paging	NO Charge	No Charge	No Charge
1.1.5 Alphanate Keyboards or equal	NO Charge	No Charge	No Charge

2.0 EMPLOYEE PLANS (Optional) (See Sec. 2.2)

2.1 PERCENTAGE DISCOUNT OFF ALL PUBLISHED PLANS (INCLUSIVE OF ALL CELLUAR AIRTIME AND DATA PLANS)

_____20_____ % PUBLISHED PLAN DISCOUNT

2.2 PERCENTAGE DISCOUNT OFF ALL EQUIPMENT

_____20_____ % EQUIPMENT DISCOUNT

3.0 ADDITIONAL PRICING -OPTIONAL FEATURES

Name/Description	Product/Feature	Monthly Price
Base Plan Inclusions:		
Numeric	Unlimited Calls	N/C
	Local Phone Number	N/C
	Statewide Coverage	N/C
	Group Calling	N/C
	Optional Regional Coverage	N/C
	Email address	N/C
	Loss Protection	N/C
	Extended Warranty	N/C
	Two Months Free Service	N/C
	Webtouch - Web based Self Service Account Management	N/C
	Pricing includes all fees and miscellaneous charges except State and local taxes.	
Alphanumeric	Unlimited Calls	N/C
	Local Phone Number	N/C
	Statewide Coverage	N/C
	Group Calling	N/C
	Optional Regional Coverage	N/C
	Loss Protection	N/C
	Extended Warranty	N/C
	Two Alpha Keyboards	N/C
	Alpha PC Software	N/C
	Email Address	N/C
	Webtouch - Web based Self Service Account Management	N/C

	Pricing includes all fees and miscellaneous charges except State and local taxes.	
Two Way	Unlimited Calls	N/C
	Local Phone Number	N/C
	Group Calling	N/C
	Nationwide Coverage	N/C
	Email Address	N/C
	Loss Protection	N/C
	Extended Warranty	N/C
	Pricing includes all fees and miscellaneous charges except State and local taxes.	
Pricing Attachment A/Network Services Plan Matrix/Optional Features		
Name/Description	Product/Feature	Monthly Price
Voicemail	V801 Jr. Package Includes:	\$0.50
	10 messages	
	12 hr. retention	
	15 second greeting	
	15 second message length	
	V802 Basic Package Includes:	\$1.00
	15 messages	
	24 hr retention	
	15 second greeting	
	30 second message length	
	V803 Standard Package Includes:	\$2.00
	20 messages	
	48 hr. retention	
	30 second greeting	
	45 second message length	

	V804 Deluxe Package Includes:	\$3.00
	25 messages	
	72 hr. retention	
	30 second greeting	
	60 second message length	
	V805 Business Package Includes:	\$4.00
	25 messages	
	72 hr. retention	
	30 second greeting	
	120 second message length	
1-800 Phone Number	Includes: 100 usage minutes per month	\$5.00
2nd Phone Number	Local number	\$1.00
Operator Dispatch	Back up method to send pages, includes 200 messages	\$8.95
Custum Greeting	Voicemail Customized Greeting	\$0.50
Loss Deductibles:	Numeric	\$10.00
	Alphanumeric	\$25.00
	Two Way	\$35.00

EXHIBIT B SCOPE OF WORK 04043

1.0 INTENT

The intent of this Contract is to provide multiple cellular telephone, data, pager and satellite telephone providers for Maricopa County and any other participating public agency in the State of Arizona. Maricopa County will reserve the right to add contractors based on price, service, and/or applicable changes in technology throughout the contract term if deemed in best interest of the County and/or participating entities.

ELIGIBLE AGENCIES (Statewide)

The contract shall be for the use of all Maricopa County and State of Arizona departments, agencies, commissions and boards. In addition, eligible municipalities, counties, universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract applicable entities must have entered into a cooperative purchasing agreement with either Maricopa County or the State of Arizona (per ARS 41-2632).

2.0 SCOPE OF SERVICES

2.1 PAGER SERVICE

2.1.1 Contractor shall propose Pager Services if they have these available. They should describe the services and equipment available in detail.

- *Dedicated Account Manager and first point of contact for all service, questions or concerns. Available 24 X 7, via cell phone, email or pager.*
- *National customer support center as a back up to the account manager available 24 X 7 X 365.*
- *Priority queuing and call handling within our customer support center*
- *Invoices available in CD, hard copy or electronic format directly from our website. The end user can also customize their invoice as needed. Multiple accounts/invoices can be set up as needed*
- *All billing disputes resolved and corrected within 72 hours and reflected on the next invoice*
- *On site pager spares at no charge to replace defective units or to activate into net new service*
- *Redundant, technologically sophisticated, Paging Network, Network Management system and Disaster Recovery Plan*
- *Additional transmitter sites installed as needed to expand/improve coverage*
- *Local field engineering staff to maintain network infrastructure, upgrades and installations*
- *New customer Needs Assessment, Transition Plan and Project Management*
- *Comprehensive customer training*
- *Industry unique, user friendly, web based account self-management application called Webtouch. Webtouch allows end users to complete their own programming i.e., swap out pagers, move phone number to another unit, activate a new unit, add voicemail, change coverage area, customize the invoice, run reports/call activity, order product, view, print and pay invoice*

Network Services will provide new equipment to meet the specifications of this RFP.

New Equipment:

Elite 850 Alphanumeric

***Ranger Numeric
900 Two Way***

All of our equipment supports industry standard features such as voicemail, custom greeting, operator dispatch, group calling, out of range call queuing, resend an alpha page, local phone number or optional 1-800 number.

See the attached sheets for pictures, product specifications, coverage maps and plan/feature descriptions and pricing.

- 2.1.2 Provide One Way Digital text, Two-way unlimited, and Alphanumeric services 7 days a week, 24 hours a day, 365 days per year
- 2.1.3 Proposers shall propose both in area and out of area plans
- 2.1.4 Voice mail
- 2.1.5 News options
- 2.1.6 Group paging controlled by department, possibly through web access control

Network Service offers group paging as a standard (included) feature. Group paging can be controlled by any designated end user that has been given access to our web based self-service application, Webtouch.

- 2.1.7 Provide coverage in basement of county complex for receiving and sending pages. County Complex runs from 1st Ave to 6th Avenue, Jefferson St. to Jackson St.

Primary focus is 102 W. Madison. Desirable for County Jail location

- 2.1.8 Specify backup strategy for paging should web site become inoperative. (i.e. Keyboard alphas)

Network Services will provide desktop PC software at no charge. Keyboards are available to lease, see the pricing sheets.

- 2.1.9 Provide means to import a data file to the backup so that manual entry is not required for each backup location.
- 2.1.10 Specify your company's procedure to add additional sites for coverage, in particular at an entity owned facility.

Network Services has spare local inventory on hand to extend our coverage. Our engineering group will do a field assessment. With the permission of the entity owned facility, we will install additional equipment. This process can be completed within 10 days.

2.2 PERSONAL EMPLOYEE PLANS: (OPTIONAL)

Use of proposed Employee Plans will be at the discretion of each contracting entity and any applicable statutes that govern such opportunities.

- 2.2.1 Employees who contract for cellular telephone and related services are individually responsible for all associated expenses, including, but not limited to: repair, battery replacement; battery chargers; clips; cases; monthly provider service fees; replacement of lost, stolen, or non-repairable devices; service contract termination fees; un-front fees; and all call/transmission charges.

2.2.2 It is employees' responsibility to contract with the provider of his/her choice and to adhere to all contract terms associated with the particular agreement.

2.2.2 Contracting Entity shall have no legal or financial responsibility for any calling plans extended to employees.

2.3 CURRENT PRODUCTS

All equipment, materials, parts and other components incorporated in the work or covered by this contract shall be NEW, in current and ongoing production: shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (pay customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation. Occasionally departments may request refurbished equipment for special utilization programs.

2.4 DATA TO BE SUBMITTED

At the time of submitting their proposal, each proposer must submit complete technical information, graphs, photographs, diagrams, instruction manuals and other means, to fully describe their equipment. In the event the published literature furnished by the propose is at variance with the minimum requirements of any item of this specifications, the proposer shall explain in detail, with full engineering support data, the reasons why the proposed service and equipment will meet the county's specifications. Failure to supply complete technical and operational information may be sufficient cause for rejection of a proposal.

2.5 DEVELOPMENT DATA

The vendor shall agree to supply free of charge all information which may be the result of future development and experimentation by which the performance and efficiency of the equipment purchased under this specification may be improved or modernized. Any software defects shall be corrected by the vendor by installing new software on units previously sold under this contract, or by swapping for an upgraded unit without the software defect.

2.6 WORKMANSHIP

All equipment supplied shall be of the latest, most improved model, past the development state and currently in factory production with a satisfactory performance record as evidenced by vendor supplied data and as determined by Contracting Entity.

2.7 USAGE REPORTS

The Contractor shall furnish requesting entities a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the requesting entity and shall disclose the quantity and dollar value of each contract item by individual unit.

2.8 SYSTEM OUTAGE REQUIREMENTS

Describe your process to deal with any RF interference issues. In particular, with existing facilities that have 800 MHz radio system in use.

Response: Network Services operates in the 900MHz range, thus there should be no interference.

Describe your process for notification of system outages.

Response: Network Services' Account Manager will notify customers of any system outages. Any planned outage required for maintenance or upgrade of equipment is normally completed during early morning hours where system traffic is at a minimum.

Describe your process for crediting accounts for extended service interruptions.

Response: Network Services will credit/compensate customers for qualified outages lasting longer than 30 minutes. The amount would be equal to the service charges for that day. If the outage were due to a fire or an act of nature, such as the recent hurricanes in Florida, compensation would not be qualified.

2.8 WARRANTY

All equipment supplied under this specification shall be fully guaranteed by the contractor for a minimum period of 12 months from the date of acceptance. Any defects of design, workmanship, or materials, that would result in non-compliance with the contract specification, shall be fully corrected by the contractor (including parts and labor) without cost to the customer. The written warranty shall be included with the delivered products to the using agency.

2.9 MAINTENANCE (Local)

In order to assure that any ensuing contracts will provide the necessary maintenance support required for the equipment specified, each potential contractor must have local maintenance facilities or have specific agreements in force with a third party to provide local maintenance. Each maintenance facility must be staffed by trained technicians and have sufficient parts inventory in order to provide quality service on the equipment specified. Maricopa County and/or the State of Arizona may inspect the maintenance facility to determine adequacy.

2.10 ON-GOING SYSTEM EVALUATION SAMPLE UNIT:

Each successful vendor awarded at least one portable unit on contract under this proposal, and who also provides digital or analog carrier service, shall provide, at no cost, a long term carrier service evaluation portable unit. This unit will be used for continuous evaluation of coverage requirements as specified in this document and for various departments and agencies to determine carrier suitability for their needs. This evaluation sample will be retained by the contracting entity for the duration of the contract or as needed. The sample provided may be the lowest line portable unit of the vendor for the digital and analog category, accepted on the contract. This provision would be applicable to all contracting entities.

2.11 USER INSTRUCTION MANUAL:

One manual shall be furnished for each radiotelephone unit supplied under this Proposal. Proposers agree to provide on site training of users in a group class environment if necessary with as one week notice. Additionally, the user manuals can be made available on CD or available for download/viewing via website link.

2.12 THIRD PARTY BILLING

Any Contractor that is granted business as a result of this Contract is responsible for subsequent billing. Although selected material and services may be supplied by third-party vendors, no third party billing will be accepted by contracting entities.

AMERICAN MESSAGING SERVICES, 1720 LAKEPOINTE DRIVE SUITE 100, LEWISVILLE, TX 75057
NETWORK SERVICES, 525 S. DOUGLAS ST SUITE 250, EL SEGUNDO, CA 90245

PRICING SHEET ~~S048102/B0700114~~/NIGP CODE 7255102

Terms: NET 30

Vendor Number: ~~W000001455~~ X **W000001527** X

Telephone Number: ~~800/536-0700~~ **972/353-1910**

Fax Number: ~~800/536-0900~~ **214/222-6442**

Contact Person: ~~Brian Despeaux~~ **Bobbi Sparks**

E-mail Address: ~~bdespeaux@networkservices.net~~ [**Bobbi.Sparks@americanmessaging.net**](mailto:Bobbi.Sparks@americanmessaging.net)

Company Web Site: ~~www.networkservices.net~~ [**www.americanmessaging.com**](http://www.americanmessaging.com)

Contract Period: To cover the period ending **March 31, 2008 2010.**